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OFFICES IN  
WASHINGTON, D. C.  
NEW YORK  
NEW JERSEY

August 16, 1993.

HAND DELIVERED

Mr. Sidney L. Strickland  
Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

9376-1  
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INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland

Enclosed for recordation pursuant to the provision of 49 U.S.C. § 11303(a) is one (1) original and one (1) conformed copy of Rider No. 3 to Lease Assumption and Renewal Agreement dated as of January 1, 1986 ("Rider No. 3"). Rider No. 3 amends certain of the terms and provisions of the Lease of Railroad Equipment dated as of March 17, 1978 (the "Lease"), which Lease was duly filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 15, 1978 under Recordation No. 9376-B and a Lease Assumption and Renewal Agreement dated as of January 1, 1986 (the "Lease Assumption"), which Lease Assumption was duly filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on March 8, 1990, under Recordation No. 9376-E. Rider No. 3 is a secondary document as defined in the Commission's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lessor: Radnor Associates, Ltd.  
as successor-in-interest  
to Rack Associates  
Two Radnor Corporate Center  
100 Matsonford Road  
Radnor, Pennsylvania 19087

Mr. Sidney L. Strickland  
August 16, 1993  
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Lessee:               Soo Line Railroad Company,  
                          as successor-in-interest to  
                          Stanley E. G. Hillman, trustee of the  
                          property of Chicago, Milwaukee,  
                          St. Paul and Pacific Railroad Company  
                          105 South Fifth Street  
                          Minneapolis, Minnesota 55440

A description of the railroad equipment covered by the enclosed document is set forth in Schedule 1 attached hereto and made a part hereof.

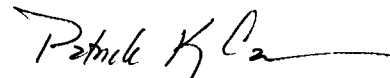
Also enclosed is our check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return a filed-stamped copy of the enclosed document to Patrick K. Cameron, Esq., Ober, Kaler, Grimes & Shriver, 120 East Baltimore Street, 9th Floor, Baltimore, Maryland 21202-1643.

A short summary of the enclosed primary document to appear in the Commission's Index is:

Rider No. 3 to Lease Assumption and Renewal Agreement dated as of January 1, 1986, by and between Radnor Associates, Ltd., (as successor-in-interest of Rack Associates), Lessor, and Soo Line Railroad Company, (as successor-in-interest to Chicago, Milwaukee, St. Paul and Pacific Railroad Company), Lessee, covering sixty-eight (68) bi-level auto racks.

Very truly yours,



Patrick K. Cameron

PKC/pml  
Enclosures

SCHEDULE 1

68 bi-level auto racks presently on lease to the Soo Line Railroad Company comprised of:

The rack and serial numbers for the 68 bi-level auto racks are as follows:

<u>Rack No.</u>	<u>Serial No.</u>	<u>Rack No.</u>	<u>Serial No.</u>
M-7151	59451-52	M-7191	59505-06
M-7152	59457-58	M-7192	59567-68
M-7153	59455-56	M-7193	59501-02
M-7154	59453-54	M-7194	59565-66
M-7156	59463-64	M-7195	59559-60
M-7157	59461-62	M-7196	59551-52
M-7158	59465-66	M-7197	59525-26
M-7159	59477-78	M-7198	59575-76
M-7161	59473-74	M-7199	59539-40
M-7163	59479-80	M-7200	59541-42
M-7164	59471-72	M-7201	59573-74
M-7165	59467-68	M-7202	59537-38
M-7166	59469-70	M-7203	59547-48
M-7167	59459-60	M-7204	59549-50
M-7168	59489-90	M-7205	59583-84
M-7169	59485-86	M-7206	59585-86
M-7170	59483-84	M-7207	59579-80
M-7171	59487-88	M-7208	59597-98
M-7172	59493-94	M-7209	59595-96
M-7174	59495-96	M-7210	59577-78
M-7175	59497-98	M-7211	59589-90
M-7176	59523-24	M-7212	59543-44
M-7177	59527-28	M-7213	59545-46
M-7178	59515-16	M-7214	59591-92
M-7179	59519-20	M-7215	59587-88
M-7180	59509-10	M-7216	59593-94
M-7181	59513-14	M-7217	59507-08
M-7182	59521-22	M-7219	59555-56
M-7183	59561-62	M-7220	59571-72
M-7184	59569-70	M-7221	59499-500
M-7185	59533-34	M-7222	59531-32
M-7186	59503-04	M-7223	59511-12
M-7287	59535-36	M-7224	59581-82
M-7188	59557-58	M-7225	59563-64
M-7189	59553-54		

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INTERSTATE COMMERCE COMMISSION

-----  
 Rider No. 3 to Lease Assumption and Renewal Agreement dated as of  
 January 1, 1986 -- Lease of 69 bi-level auto racks with  
 Radnor Associates, Ltd. as Lessor and Soo Line Railroad Company as  
 Lessee.  
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RECITALS

- A. Radnor Associates, Ltd. ("Lessor") acquired on December 19, 1989 all right, title and interest of Rack Associates in sixty-nine (69) bi-level auto racks (the "Units") and in a lease of the Units to See Line Railroad Company ("Lessee") pursuant to a Lease Assumption and Renewal Agreement dated as of January 1, 1986 by and between Lessee and Rack Associates (the "Lease Assumption and Renewal Agreement") all as of December 29, 1989.
- B. The lease term had been extended through December 31, 1989 pursuant to Rider No.1 dated as of February 17, 1987 by and between Lessee and Rack Associates, and through December 31, 1992 pursuant to Rider No.2 dated as of January 1, 1990 between Lessor and Lessee.
- C. The remaining Units after casualties are sixty-eight (68) Units, and the rack numbers are shown in Attachment 3.
- D. The Lessee wishes to extend the Lease through December 31, 1998, and Lessor has agreed to pay for certification of the Units in order that Lessee may use them according to American Railroad Association mechanical standards through this date.

NOW THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

Section 5 of the Lease Assumption and Renewal Agreement is cancelled with regard to the rental rate and period of payment and replaced with the following:

- 1. The Lessee elects to extend the term of the Lease with respect to all of the Units through December 31, 1998.

2. The rental payable per Unit from January 1, 1993 through December 1, 1993 will be \$247.80 payable monthly on the first of each month. Commencing January 1, 1994 through December 1, 1998, the rental payable per Unit shall be \$391.08 payable monthly. For any Units certified after December 31, 1993, sixty (60) monthly rentals of \$391.08 are payable, commencing January 1, 1994. The rental will be adjusted pursuant to paragraph 5 for variances in the Certification costs.
3. For Units certified prior to December 31, 1993, Lessee will make an Interim rental payment on January 1, 1994 equal to the difference between \$391.08 (or any adjustment pursuant to paragraph 6) and \$247.80 per Unit per month from the time Lessor received a certificate of acceptance as more fully described in paragraph <sup>6</sup> below.
4. The rental will be payable by wire transfer to Lessor according to instructions to be given in writing by Lessor to Lessee.
5. Attachment 1 hereof contains the Casualty Loss Value amounts for the purpose of calculating any casualty payments under the Lease after the date hereof through December 31, 1998. These values will be adjusted for costs in excess of the expected costs shown in paragraph 6 below.
6. Notwithstanding anything to the contrary contained in this Lease, Lessee has selected Transco Railway Products, Inc. to inspect and perform mechanical upgrades in order that all the Units meet the certification of Multi-Level Autorack mechanical standards established by the Association of American Railroads and known as standards M970 and M941 (the "Certification"). It shall be the responsibility of Lessee to inspect or otherwise review the work of the contract shop and to certify acceptance of the Units as meeting the required M970 and M941 requirements. At the point Lessee submits to Lessor approved invoices from Transco Railway Products, Inc. and a certificate of acceptance shown in Attachment 2, Lessor will pay the invoices.

It is understood by the parties that all Units must be shopped for the work necessary to achieve Certification. The entire cost of such work (other than repair costs or rack improvements not authorized by the board of directors of Lessee) shall be the responsibility of Lessor. To the extent that Lessee pays any portion of such Certification cost, Lessee shall be reimbursed on a dollar for dollar basis by Lessor for these costs at the time Lessee submits the original invoices and certificate of acceptance on the Units for which payments have been made.

The expected cost of Certification is \$8,839 per Unit. To accommodate Lessee approving costs different from this, the monthly rental will be adjusted \$2.13 for each \$100 (or fraction of a \$100) that the average costs vary from the expected cost.

7. For any Unit not certified for reasons beyond the control of Lessee by March 1, 1994, <sup>AT THE OPTION OF LESSEE</sup> this Unit will be declared a casualty, <sup>ANY TIME THEREAFTER</sup> with payment due ~~a the April 1994~~ rental date equal to the January 1993 Certification Casualty Loss Value figure in Attachment 1.

8. Section 20 of the Lease of Railroad Equipment dated as of March 17, 1978 is amended and restated in its entirety as follows:

"During the term of this Rider No. 3, Lessee shall insure or self-insure the Units for physical damage and against liability imposed by law for injury to, or death of, persons or damage to or destruction of property arising out of the use and operation of the Units to the same extent, in the same manner and according to the same policies and practices as is the Lessee's practice in respect to the Lessee's own equipment."

9. Lessee will furnish at the signing of this Rider the following:
- A detailed listing of the carriers and coverages used to furnish the required insurance coverage.
  - A certificate of secretary indicating that the board of directors of Lessee approved this transaction.

- c) Such items concerning security interest or notification that any financing party of Lessor may request that Lessee sign, in order that the financing party's security interest in the Units and the Lease are protected.

IN WITNESS WHEREOF, the parties hereto have executed this Rider No.3 as of the date below.

RADNOR ASSOCIATES, LTD.  
(LESSOR)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

*James P. Hartman*  
*Vice President*

*MAY 6, 1993*

SOO LINE RAILROAD COMPANY  
(LESSEE)

By: \_\_\_\_\_

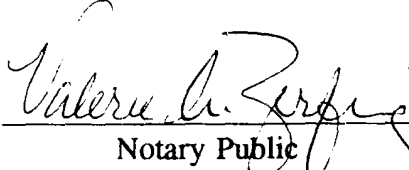
Its: \_\_\_\_\_

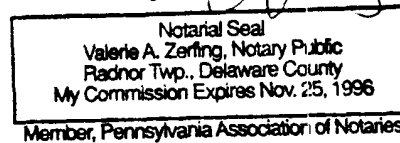
Date: \_\_\_\_\_

*Frederick C. Borchers*  
*Vice-President*  
*MAY 23, 1993*

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.:  
COUNTY OF DELAWARE )

On this 7th day of May, 1993, before me personally appeared James P. Hartman, who being by me duly sworn, did say that he is a Vice President of RADNOR ASSOCIATES, LTD.; that he knows the seal of said corporation, that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public





State of Minnesota )  
County of Hennepin ) SS.:

On this 24<sup>th</sup> day of May, 1993, before me personally appeared Patrick A. Bender, who being by me duly sworn, did say that he/she is a Vice President & Chief Operating Officer of Doo Line Railroad Co.; that he/she knows the seal of said corporation, that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Vice President acknowledged said instrument to be the free act and deed of said corporation.



RELSON  
MINNESOTA  
COUNTY  
Dec. 9, 1997

Rich D. Nelson  
Notary Public

ATTACHMENT 1 TO RIDER NO. 3 TO LEASE ASSUMPTION AND RENEWAL AGREEMENT  
DATED AS OF JANUARY 1, 1993  
CASUALTY LOSS TABLE  
PURCHASE PRICE = \$26,726.00 PER UNIT

DATE	CASUALTY LOSS VALUE %	DATE	CASUALTY LOSS VALUE %
Jan 93 to Certification	44.0021		
Certification to Dec 93	77.0748		
Jan 94	76.6391	Aug 96	59,8294
Feb 94	76.1977	Sep 96	59.1638
Mar 94	75.7504	Oct 96	58.4894
Apr 94	75.2971	Nov 96	57.8060
May 94	74.8377	Dec 96	57.1134
June 94	74.3723	Jan 97	56.4116
July 94	73.9006	Feb 97	55.7005
Aug 94	73.4227	Mar 97	54.9799
Sep 94	72.9383	Apr 97	54.2496
Oct 94	72.4476	May 97	53.5097
Nov 94	71.9502	Jun 97	52.7598
Dec 94	71.4463	July 97	52.0000
Jan 95	70.9356	Aug 97	51.2300
Feb 95	70.4181	Sep 97	50.4498
Mar 95	69.8937	Oct 97	49.6592
Apr 95	69.3624	Nov 97	48.8580
May 95	68.8239	Dec 97	48.0462
June 95	68.2782	Jan 98	47.2235
July 95	67.7253	Feb 98	46.3898
Aug 95	67.1650	Mar 98	45.5451
Sep 95	66.5973	Apr 98	44.6890
Oct 95	66.0220	May 98	43.8216
Nov 95	65.4389	June 98	42.9426
Dec 95	64.8482	July 98	42.0519
Jan 96	64.2495	Aug 98	41.1493
Feb 96	63.6429	Sep 98	40.2346
Mar 96	63.0282	Oct 98	39.3078
Apr 96	62.4052	Nov 98	38.3686
May 96	61.7440	Dec 98	37.4169
Jun 96	61.1344	end of Lease and	36.4523
July 96	60.4862	Thereafter	

ATTACHMENT 2 TO RIDER NO.3 TO LEASE ASSUMPTION AND RENEWAL AGREEMENT

DATED AS OF JANUARY 1, 1993

CERTIFICATE OF ACCEPTANCE

Lessee: Soo Line Railroad Company

Lessor: Radnor Associates, Ltd.

The undersigned Lessee hereby certifies that it has inspected, approved and accepted delivery on the dates shown below of the Units so stated, pursuant to the terms and conditions of the Lease Assumption and Renewal Agreement dated as of January 1, 1986:

Date Accepted

Unit Number

Attached hereto are the invoices from Transco Railway Supply, Inc. covering the Units accepted. they are approved for payment by Lessor because the Units meet the Certification requirements of the Association of American Railroads known as standards M970 and M941. All required submissions of paper work to the Association of American Railroads have been made.

DATED: \_\_\_\_\_

SOO LINE RAILROAD COMPANY  
(LESSEE)

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTACHMENT 3 TO RIDER NO. 3 TO LEASE ASSUMPTION AND RENEWAL AGREEMENT  
DATED AS OF JANUARY 1, 1993  
LISTING OF BI-LEVEL AUTORACKS

Lessee: Soo Line Railroad Company

Lessor: Radnor Associates, Ltd.

Units: 68 enclosed by-level autoracks Model AB15156  
manufactured by Whitehead and Kales

Car Number      Rack Number

TTGX 965750	59451-52
TTGX 965758	59453-54
TTGX 965759	59455-56
TTGX 965756	59457-28
TTGX 965757	59459-60
TTGX 910483	59461-59
TTGX 910500	59463-64
TTGX 910489	59465-66
TTGX 965789	59467-59
TTGX 965787	59469-70
TTGX 965788	59471-72
TTGX 965803	59473-74
TTGX 965797	59477-78
TTGX 965796	59479-80
TTGX 965816	59483-84
TTGX 910464	59485-86
TTGX 910189	59487-88
TTGX 911340	59489-90
TTGX 910229	59493-94
TTGX 913088	59495-96
TTGX 911774	59497-98
TTGX 912696	59499-500
TTGX 911375	59501-02
TTGX 911997	59503-04
TTGX 913064	59505-06
TTGX 911226	59507-08
TTGX 930522	59509-10

TTGX 965780 59511-12  
TTGX 910858 59513-14  
TTGX 910792 59515-16  
TTGX 913093 59519-20  
TTGX 912678 59521-22  
TTGX 965815 59523-24  
TTGX 965845 59525-26  
TTGX 930534 59531-32  
TTGX 910140 59533-34  
TTGX 912003 59535-36  
TTGX 910867 59537-38  
TTGX 910961 59539-40  
TTGX 911726 59541-42  
TTGX 910794 59543-44  
TTGX 930081 59545-46  
TTGX 913140 59547-48  
TTGX 912834 59549-50  
TTGX 913610 59551-52  
TTGX 913278 59553-54  
TTGX 910169 59555-56  
TTGX 910239 59557-58  
TTGX 910260 59559-60  
TTGX 912786 59561-62  
TTGX 910240 59563-64  
TTGX 910328 59565-66  
TTGX 912937 59567-68  
TTGX 910290 59569-70  
TTGX 910311 59571-72  
TTGX 912002 59573-74  
TTGX 910291 59575-76  
TTGX 910412 59577-78  
TTGX 910316 59579-80  
TTGX 910230 59581-82  
TTGX 910791 59583-84  
TTGX 912450 59585-86  
TTGX 910862 59587-88  
TTGX 913578 59589-90  
TTGX 911349 59591-92  
TTGX 911305 59593-94  
TTGX 911996 59595-96  
TTGX 911023 59597-98